

AGREEMENT BETWEEN
THE CITY OF FRESNO
AND
THE FRESNO POLICE OFFICERS ASSOCIATION
NON-SUPERVISORY POLICE UNIT 4

Amendment to Article VII, Section D. PREMIUM PAY, Subsections 2. and 3
(Skywatch)

The City of Fresno and the Fresno Police Officers Association (FPOA) have met and conferred in good faith, and agree this agreement sets forth the full and entire understanding of the parties regarding the terms and conditions in the payment of premium pay for officers assigned to Skywatch duties. Any other previous understanding or agreement by the parties regarding premium pay for these officers is hereby superseded and terminated in its entirety. This agreement is self-governing, and is governed by the terms and conditions contained herein. Except as expressly set forth herein, nothing herein shall be deemed to supersede, repeal, alter or amend any term or provision of the existing Memorandum of Understanding (MOU) between the parties on subjects unrelated to the payment of premium pay for officers assigned to Skywatch duties. The term for this agreement shall be concurrent with the MOU which expires on June 30, 2003, unless extended by mutual agreement of the parties.

Article VII, Section D. PREMIUM PAY Subsections 2. and 3. are amended, as follows:

2. Employees occupying the Police Officer class, the terminal class of Police Specialist, and Police Sergeant in assignments which require specialized tactical equipment and/or specialized tactical training, and flexing of work hours without notice, as determined solely by the Chief of Police or designee, shall receive premium pay of \$250 per month above the officer's base rate of pay, **with the exception of those officers assigned to Skywatch who shall receive the premium pay amounts as set forth below.** This premium pay is compensable for retirement purposes. The list of units currently determined by the Chief of Police or designee to qualify as such an assignment are:

- | | |
|------------------|---------------------|
| • HEAT | • Skywatch |
| • MAGEC | • Tactical Teams |
| • Mounted Patrol | • VCSU |
| • POP | • Vice/Intelligence |

The Chief of Police or designee shall provide in writing to the Association any additions or deletions to this list.

a. Skywatch Officers:

- (1) Employees occupying the Police Officer class assigned to Skywatch as an observer shall receive premium pay of \$250 per month above the officer's base rate of pay.
 - (2) Employees occupying the Police Officer class assigned to Skywatch who receive and maintain a Commercial Pilot License issued by the Federal Aviation Administration shall receive premium pay of \$500 per month above the officer's base rate of pay.
 - (3) Employees occupying the Police Officer class assigned to Skywatch who receive and maintain certification as a Flight Instructor issued by the Federal Aviation Administration shall receive premium pay of \$750 per month above the officer's base rate of pay.
3. Employees occupying the classes of Police Officer and Police Specialist assigned Field Training Officer functions, ~~or as a helicopter pilot (after 1,000 flight hours as helicopter pilot in command)~~, will receive \$375.00 per month in addition to their base rate of pay. This premium is compensable for retirement purposes.

FOR THE FRESNO POLICE
OFFICERS ASSOCIATION


JAMES WATSON
President

FOR THE CITY OF FRESNO


JORGE C. AGUIÑIGA
Labor Relations Manager


JERRY DYER
Chief of Police

DATE: July 2, 2002

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY: Victoria Parks Tuttle
Deputy City Attorney

AGREEMENT BETWEEN
THE CITY OF FRESNO
AND
THE FRESNO POLICE OFFICERS ASSOCIATION
NON-SUPERVISORY POLICE UNIT 4

Amendment to Article VII, Section C. OVERTIME AND COMPENSATORY TIME OFF (CTO), Subsection 1. and Article VII, Section I, HOURS AND WORK SCHEDULES, MATRIX ASSIGNMENTS, POLICE RESOURCE OPTIMIZATION SYSTEM, AND ABSENT WITH SUBSTITUTE, Subsection 1. a.

(Canine Officers)

The City of Fresno and the Fresno Police Officers Association (FPOA) have met and conferred in good faith, and agree this agreement sets forth the full and entire understanding of the parties regarding the terms and conditions in the payment of overtime and change in the work schedule, under the Fair Labor Standards Act (FLSA), Section 7(k) and Section 553.230 of the Code of Federal Regulations (CFR), for officers assigned to Canine duties in the Fresno Police Department. Any other previous understanding or agreement by the parties regarding overtime payment and the work schedule for these officers is hereby superseded and terminated in its entirety. This agreement is self-governing, and is governed by the terms and conditions contained herein. Except as expressly set forth herein, nothing herein shall be deemed to supersede, repeal, alter or amend any term or provision of the existing Memorandum of Understanding (MOU) between the parties on subjects unrelated to the payment of overtime and change in the work schedule for officers assigned to Canine duties. The term for this agreement shall be concurrent with the MOU which expires on June 30, 2003, unless extended by mutual agreement of the parties.

Article VII, Section C, OVERTIME AND COMPENSATORY TIME OFF (CTO) Subsection 1. is amended, as follows:

1. The work day for officers shall be eight (8) or ten (10) consecutive hours. **Pursuant to Section 553.230 of the CFR and Section 7(k) of the FLSA, no overtime compensation shall be paid until the number of hours worked exceeds one hundred and seventy-one (171) during the established twenty-eight (28) day work period for law enforcement personnel. However, except as may be otherwise provided in this MOU, any time worked in excess of the eight or ten-hour day, or a forty (40) hour work week (including mandatory training whether as a student/instructor) shall be compensated as overtime.**

Article VII, Section I, HOURS AND WORK SCHEDULES, MATRIX ASSIGNMENTS, POLICE RESOURCE OPTIMIZATION SYSTEM, AND ABSENT WITH SUBSTITUTE, Subsection 1. a., is amended to add paragraphs (1) and (2), as follows:

1. Hours and Work Schedules:
 - a. ~~A work-week weekly work schedule~~ consists of five (5) eight-hour work days, or four (4) ten-hour work days, completed beginning 0001 hours on Monday and ending on 2400 hours the following Sunday. An officer is entitled to two (2) consecutive days off. Officers who find they are scheduled for fewer or more days off than two (2) or three (3) in a work week should notify the supervisor immediately to arrange for an adjustment.

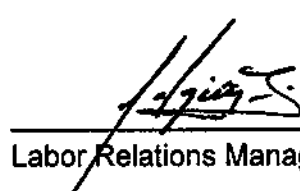
- (1) Consistent with the established twenty-eight (28) day work period under the provisions of FLSA Section 7(k) and Section 553.230 of the CFR for active law enforcement personnel, effective April 1, 2002, the work schedule for officers assigned to Canine duties will be modified to a weekly work schedule consisting of five (5) ten-hour work days followed by a weekly work schedule consisting of three (3) ten-hour work days, or vice-versa. An officer who is assigned to this modified work schedule is entitled to six (6) days off.
- (2) The weekly work schedules consisting of five (5) ten-hour work days or three (3) ten-hour work days shall each commence at 0001 hours on Monday and end at 2400 hours the following Sunday.
- (3) The City of Fresno may discontinue this agreement at any time following thirty (30) days written notice to be given to FPOA. The decision to discontinue this agreement is not appealable or grievable. If the City of Fresno discontinues this agreement, officers will revert to the 5/8 or 4/10 weekly work schedules as set forth in paragraph 1.a., above.

FOR THE FRESNO POLICE OFFICERS
ASSOCIATION
JAMES WATSON



President

FOR THE CITY OF FRESNO
JORGE C. AGUIÑIGA



Labor Relations Manager

JERRY DYER



Chief of Police

DATE: AUGUST 20, 2002

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY: Victoria Parks Little
Deputy City Attorney

AGREEMENT BETWEEN THE
CITY OF FRESNO
AND THE
FRESNO POLICE OFFICERS ASSOCIATION
NON-SUPERVISORY POLICE UNIT 4

***Amendments to Article VII, Section H., Subsection 1., et sequentes, & Section V.
of the Current Memorandum of Understanding (MOU)
Between the City of Fresno (City)
& the Fresno Police Officers Association (FPOA)***

The parties have met and conferred in good faith, and agree this agreement sets forth the full and entire understanding of the parties regarding amendments to MOU Article VII, Section H., Subsection 1., et sequentes, and Section V. Any other previous understanding, side letters of agreement, or agreement by the parties regarding MOU Article VII, Section H., Subsection 1., et sequentes, and Section V. is hereby superseded and terminated in its entirety. This agreement is self-governing, and is governed by the terms and conditions contained herein. Except as expressly set forth herein, nothing herein shall be deemed to supersede, repeal, alter or amend any term or provision of the existing MOU between the parties on subjects unrelated to MOU Article VII, Section H., Subsection 1., et sequentes, and Section V. This agreement is effective July 1, 2001, and expires on June 30, 2003.

The parties agree to the following amendments to MOU Article VII, Section H., Subsection 1., et sequentes, and Section V.

H. LEAVES

1. Sick Leave:

Officers shall accrue sick leave at the rate of eight (8) hours for each completed calendar month of employment, with unlimited accumulation. The FMC, City administrative orders, policies, procedures, rules and regulations concerning **sick leave usage and leave administration** will continue to apply. The **retirement attendance * * *** incentive component detailed below will also continue to apply.

- a. Retirement Attendance * * * Incentive - At service retirement, officers who have used 64 hours or less of sick leave (excluding only hours used for workers' compensation benefits) in the * * * 24 months preceding their date of service retirement, will be credited for all unused sick leave in excess of 240 hours at 40% of the * * * officer's then current base rate of pay, to be used for the payment of premiums to the City of Fresno Employees Health and Welfare Trust, or at the * * * officer's option, cashed out. It is understood the officer may incur taxable income under IRS regulations, and the * * * officer agrees to be solely responsible for the payment of such obligations. * * *

[§§ deleted & moved]

V. *** WELLNESS PROGRAM DEVELOPMENT COMMITTEE

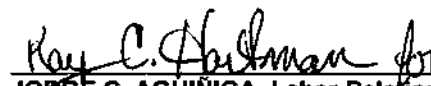
*** * *The Wellness Program Development Committee (WPDC) was created for the purpose of *** developing a departmental *** Wellness Program (WP) *** for officers, and for providing all aspects of program and policy administration, oversight and maintenance. The WPDC *** is composed of members selected by the Chief of Police or designee and the Association. * * *The WP provides for a monetary incentive for achieving goals and maintaining standards, *** voluntary participation; the services of a health/fitness coordinator; individually tailored consultations and screenings; educational components; sole responsibility on the part of any contracted WP service provider for the maintenance and monitoring of confidentiality of participant health, medical, and fitness information/records (i.e., such information shall not be provided to the City or any City department); and the sharing solely of attendance and participation related information with the City, on the part of any contracted WP service provider, to facilitate administration and disbursement of WP incentives. * * ***
***. The WP is outlined in a departmental standing order, and implementation *** of any WP policy modifications * * * shall be * * * at the discretion of the WPDC. (Cross reference MOU Article VII, Section H., Subsection 1., et sequentes.)**

In each fiscal year during the term of this agreement, the City shall not be obligated to pay in excess of \$400,000 for the WP. A minimum of \$300,000 out of this \$400,000 will be available for WP monetary incentives for participating officers in each fiscal year. Should the total monetary incentive due to eligible officers exceed \$300,000, payment to eligible officers will be prorated and paid as a percentage of the amount due to each officer. Said percentage shall equal the percentage figure obtained by dividing \$300,000 by the total amount due. (For example: $\$300,000 \div \$400,000$ [greater cash compensation figure] = 75% [prorated percentage to be applied to the amount due to each eligible officer].) WP monetary incentives shall be paid by separate check no later than the last pay date in August of the subsequent fiscal year. In the event any portion of the WP funding of \$400,000 for a particular fiscal year remains undistributed/unspent, the WPDC shall encumber the undistributed/unspent funding prior to the end of the fiscal year for use for the WP in the subsequent fiscal year.

FOR THE FRESNO POLICE
OFFICERS ASSOCIATION:


JAMES WATSON, President

FOR THE
CITY OF FRESNO:


JORGE C. AGUINIGA, Labor Relations
Manager

DATE March 8, 2002

FRESNO POLICE DEPARTMENT

STANDING ORDER NO. _____

Chapter: Personnel Management

Topic: Wellness Program

Effective Date: July 01, 2001

Supersedes Order:

Previously issued: July 01, 2001

Chief of Police

PURPOSE:

01.00 The Wellness Program Development Committee

Effective with the FY 2001-2003 Memorandum of Understanding between the City of Fresno and Fresno Police Officers Association (Non-Supervisory Police-Unit 4), the Wellness Program Development Committee (WPDC) was created for the purpose of developing a departmental Wellness Program (WP) for officers, and for providing all aspects of program and policy administration, oversight and maintenance.

01.01 WPDC Composition and WP Scope

The WPDC is composed of members selected by the Chief of Police or designee and the Association. The WP provides for a monetary incentive for achieving goals and maintaining standards, voluntary participation; the services of a health/fitness coordinator; individually tailored consultations and screenings; educational components; sole responsibility on the part of any contracted WP service provider for the maintenance and monitoring of confidentiality of participant health, medical, and fitness information/records (i.e., such information shall not be provided to the City or any City department); and the sharing solely of attendance and participation related information with the City, on the part of any contracted WP service provider, to facilitate administration and disbursement of WP incentives. The WP is outlined in this departmental standing order, and implementation of any WP policy modifications shall be at the discretion of the WPDC.

01.02 WP Funding

In each fiscal year during the term of the agreement with the City, the City shall not be obligated to pay in excess of \$400,000 for the WP. A minimum of \$300,000 out of this \$400,000 will be available for WP monetary incentives for participating officers in each fiscal year. Should the total monetary incentive due to eligible officers exceed \$300,000, payment to eligible officers will be prorated and paid as a percentage of the amount due to each officer. Said percentage shall equal the percentage figure obtained by dividing \$300,000 by the total amount due. (For example: $\$300,000 \div \$400,000$ [greater cash compensation figure] = 75% [prorated percentage to be applied to the amount due to each eligible officer].) WP monetary incentives shall be paid by separate check no later than the last pay date in August of the subsequent fiscal year. In the event any portion of the WP funding of \$400,000 for a particular fiscal year remains undistributed/unspent, the WPDC shall encumber the undistributed/unspent funding prior to the end of the fiscal year for use for the WP in the subsequent fiscal year.

POLICY:

02.00 WP Service Provider

The contracted WP service provider assists the WPDC in the ongoing development and maintenance of a comprehensive program to meet the health and fitness needs of participating officers. Every effort is made to provide officers with the maximum number of opportunities to improve their health. The health/fitness coordinator makes every attempt to provide programming at the appropriate times for officers. In developing the health and fitness program, the contracted WP service provider may take into consideration benchmark data from various law enforcement programs; information from the Cooper Institute for Aerobic Research on physical fitness tests, standards, and programs in law enforcement; information gathered from a needs assessment survey within the department, and successful models in other California cities. In addition to improving participating officers' health and fitness status, financial benefits to the department may occur (e.g., reduced absenteeism, reduced health care costs, reduced sick leave usage, reduced officer turnover, positive return on investment, etc.).

02.01 WP Goals

The WP seeks to improve the overall health and fitness of officers by reducing the risk of cardiovascular disease by striving to decrease risk factors such as stress, blood pressure, and cholesterol; reducing the risk of cardiovascular disease by encouraging smoking cessation; and encouraging officers to improve physical fitness levels, as this is important to job performance and overall health.

02.02 WP Incentive

Officers will have the opportunity to meet with the health/fitness coordinator on a regular basis to address their wellness concerns. Consultations and screening will be completed in blood pressure, cholesterol, body composition, health education, nutrition and fitness testing. Officers will be rewarded for achieving participation goals, and maintaining standards in these areas.

02.03 Health and Fitness Components

Health and fitness components designed to facilitate officers and the department meeting the goals of WP include health and interest survey, health and fitness testing (following American College of Sports Medicine guidelines), one-on-one wellness consultations, stress management and injury prevention programs, exercise program classes and clinics, nutrition and with management programs, quarterly health promotion newsletter, local fitness center participation, smoking cessation program and ongoing incentive program.

02.03 Health and Fitness Coordinator

The onsite health and fitness coordinator functions include administering health interest surveys; tracking program participation and points; conducting one-on-one consultations; coordinating and teaching stress management, smoking cessation, and injury prevention programs; developing and teaching exercise program classes and clinics; teaching nutrition and weight management programs; administering fitness testing (following American College of Sports Medicine guidelines); coordinating WPDC; publishing quarterly health promotion newsletter; coordinating a cooperative agreement with a local fitness center; promoting WP incentive program; responding to questions and inquiries; promoting program services and activities; communicating with, and coordinating the scheduling of external resources, including utilizing county services; and delivering program services and activities to ensure maximum accessibility and participation.

03.00 WP Incentive

The WP incentive consists of a maximum of 56 hours of pay, earned in the following manner:

<u>Activity</u>	<u>Hours Earned</u>
▶ Participate in initial Health Risk Appraisal	8
▶ Results within norms established by the American College of Sports Medicine	8
▶ Meet with Wellness Coordinator/Develop individual improvement guidance plan	8
▶ Participate in Nutrition/Weight Management Seminar	8
▶ Participate in Stress Management Seminar	8
▶ Participate in Health Appraisal Update (retest)	8*
▶ Results indicate a maintenance or improvement From original appraisal	8
Total Available Per Fiscal Year	56**

NOTE:

- * = Eight (8) hours earned for 1st Health Appraisal Update (retest); each fiscal year thereafter, sixteen (16) hours earned for subsequent Health Appraisal Update (retest).
- ** = Hours will be paid at base rate of participants pay; or prorated, based on the total number of program participants, results, and fixed amount available for incentive payment.

REFERENCE ORDERS: None

Fresno PD Health & Fitness Program Proposed Schedule for 2001-2002

3/18/02

NOVEMBER 2001	DECEMBER 2001	JANUARY 2002
<i>Program Promotion & Preparation - Phase I</i> <ul style="list-style-type: none"> Health & Fitness Coordinator On-Site Fitness testing equipment, programming supplies ordered Coordinator begins developing community resources Program promotions begin Wellness Committee Meeting 	<i>Health Screenings- Phase II</i> <ul style="list-style-type: none"> HRA's (Health Risk Appraisals) Total blood cholesterol testing Blood pressure testing Body fat testing Quarterly Newsletter 	<i>Evaluations & Education- Phase III</i> <ul style="list-style-type: none"> Screening results sent to officers Officers begin meeting with Coordinator for complete health & fitness evaluations—to meet program standards and receive guidance
FEBRUARY 2002	MARCH 2002	APRIL 2002
<ul style="list-style-type: none"> Health & Fitness Evaluations Continue Wellness Committee Meeting Computer data tracking program developed 	<ul style="list-style-type: none"> Nutrition & Weight Management Seminar Health & Fitness Evaluations Quarterly Newsletter 	<ul style="list-style-type: none"> Nutrition & Weight Management Seminar Health & Fitness Evaluations
MAY 2002	JUNE 2002	JULY 2002
<ul style="list-style-type: none"> Wellness Committee Meeting Health & Fitness Evaluations/Consultations 	<ul style="list-style-type: none"> Fitness Seminar Health & Fitness Evaluations/Consultations Quarterly Newsletter 	<ul style="list-style-type: none"> Fitness Seminar Health & Fitness Evaluations/Consultations
AUGUST 2002	SEPTEMBER 2002	OCTOBER 2002
<ul style="list-style-type: none"> Stress Management Seminar Health & Fitness Evaluations/Consultations Wellness Committee Meeting 	<ul style="list-style-type: none"> Stress Management Seminar Health & Fitness Evaluations/Consultations Quarterly Newsletter 	<i>Re-evaluations- Phase IV</i> <ul style="list-style-type: none"> Blood Cholesterol Retest Health & Fitness Evaluations/Consultations Program Results Tallied

Fresno PD Health & Fitness Program Proposed Schedule for 2001-2002

WV
4/24/02
3/8/02

NOVEMBER 2001	DECEMBER 2001	JANUARY 2002
<i>Program Promotion & Preparation- Phase I</i> <ul style="list-style-type: none"> Health & Fitness Coordinator On-Site Fitness testing equipment, programming supplies ordered Coordinator begins developing community resources Program promotions begin Wellness Committee Meeting 	<i>Health Screenings- Phase II</i> <ul style="list-style-type: none"> HRA's (Health Risk Appraisals) Total blood cholesterol testing Blood pressure testing Body fat testing Quarterly Newsletter 	<i>Evaluations & Education- Phase III</i> <ul style="list-style-type: none"> Screening results sent to officers Officers begin meeting with Coordinator for complete health & fitness evaluations—to meet program standards and receive guidance
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AUGUST 2002	SEPTEMBER 2002	OCTOBER 2002
<ul style="list-style-type: none"> Stress Management Seminar Health & Fitness Evaluations/Consultations Wellness Committee Meeting 	<ul style="list-style-type: none"> Stress Management Seminar Health & Fitness Evaluations/Consultations Quarterly Newsletter 	<i>Re-evaluations- Phase IV</i> <ul style="list-style-type: none"> Blood Cholesterol Retest Health & Fitness Evaluations/Consultations Program Results Tallied